

TO: City Council

FROM: Rosemarie Ives, Mayor

DATE: January 4, 2005

SUBJECT: Approval of the Amended Training Consolidation Interlocal Agreement

I. RECOMMENDED ACTION

By motion, approve the October 2004 amended Interlocal Agreement for a Consolidated Training Division between the Kirkland, Redmond, and Woodinville Fire Departments, and authorize the Mayor to sign the agreement. The amended Interlocal Agreement does not substantially change the original Interlocal Agreement signed in 2000.

II. DEPARTMENT CONTACT PERSON

Dick Radtke, Interim Fire Chief – Extension 2202
Andy Hail, Deputy Fire Chief – Extension 2221
Loren Charlston, Deputy Fire Chief – Extension 2205

III. DESCRIPTION

The amendment to Sections 3.3 and 4.2 of the existing Interlocal Agreement is comprised of operational language changes that ensure the Regional Fire Training Division is able to continue to provide quality and realistic training for the Kirkland, Redmond, and Woodinville Fire Departments.

The changes to Section 3.3 involve budget timeline adjustments that are more appropriate and realistic for budget development and administration requirements than the current practice. Additionally, provisions for administering “shared expenses” are outlined that improve the operational efficiencies within the division. The provisions include:

- ❑ A definition of shared expenses is provided,
- ❑ Methodology for selection of the agency responsible for administering the “shared expense” budget is identified,
- ❑ Development of the “shared expense” budget is outlined,
- ❑ Payment timelines are stated, and
- ❑ Accounting requirements are specified.

The change to Section 4.2 follows:

4.2 Battalion Chiefs: The Regional Training Board will ~~assign the “functionally senior”~~ **appoint a** Battalion Chief to function as the Manager **of** the RFTD. ~~(Functional seniority refers to seniority based on time assigned to the training function).~~ **Selection**

for this appointment will be made by recommendation of the consortium Deputy Chiefs after consultation with the candidates and the RFTD Staff.

~~4.2.1 The functionally senior Battalion Chief assigned to the RFTD will serve as Manager. As Battalion Chiefs will rotate in and out of the RFTD, the consortium Deputy Chiefs will make a recommendation to the Board as to who should the Battalion Chief next in functional seniority will assume the Manager assignment.~~

IV. IMPACT

A. Service Delivery – The “shared expense” language provides a significant improvement in the administration of the day-to-day operations of the Regional Fire Training Division. The Battalion Chief-Training Division Manager selection process change provides operational flexibility for Deputy Chiefs of the consortium to make the manager appointment based on competency and other operational considerations, rather than Training Division seniority exclusively.

B. Fiscal – None

V. ALTERNATIVES

1. Do not approve the amended interlocal agreement. This action will likely give cause for the consortium to revert to the original interlocal agreement language that will have a negative operational efficiency impact.

VI. TIME CONSTRAINTS

The Training Officers and Fire Chiefs would like to have a signed agreement prior to January 31, 2005.

VII. LIST OF ATTACHMENTS

1. Functional Consolidation of Training Divisions Interlocal Agreement.

/s/ Dick Radtke, Interim Fire Chief

Date: 12/17/2004

Approved for Council Agenda: /s/ Rosemarie Ives, Mayor

Date: 12/21/2004

FUNCTIONAL CONSOLIDATION OF TRAINING DIVISIONS INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October, 2004, by and between the following public agencies pursuant to the authority granted in Chapter 39.34 RCW: The cities of Kirkland and Redmond; and the Woodinville Fire and Life Safety District. In order to be considered as a Member in this Agreement, said Member shall commit financial and human resources to the Regional Fire Training Division (hereafter referred to as RFTD) as prescribed by the Regional Training Board. This agreement does not create a separate legal entity. The Regional Training Board shall look to enhance this partnership with other agencies seeking to improve service.

1. Purpose

- 1.1 The purpose of this Agreement is to improve the delivery of public safety services within the Member jurisdictions by functionally consolidating into a Regional Fire Training Division through a cooperative resource exchange.

2. Cooperative Resource Exchange

- 2.1 Human Resources: Each Member shall assign training personnel to the RFTD.
- 2.2 Facilities and Equipment: All facilities and equipment assigned to Member training divisions will be utilized to support the needs of the RFTD. Property will be identified and an inventory maintained by the Regional Fire Training Division.

3. Regional Training Board

- 3.1 Composition and Authority: A Regional Training Board shall be established and will be composed of one voting representative from each Member agency and one non-voting member from the RFTD, the Manager of the RFTD.
- 3.2 Responsibility: The Regional Training Board shall have the responsibility for formulating policy, procedures, establishing annual budgets, and acquiring, holding, and disposing of real and personal property.
 - 3.2.1 The Regional Training Board will appoint a Deputy Chief (from a Member agency) as an intermediary between the Regional Training Board and the RFTD. This position shall be referred to as the Chief of Training.

The Regional Training Board will meet quarterly. The purpose of these meetings will be to administer this Agreement, review the RFTD Annual Report, budget preparation/approval, and for planning.
 - 3.2.2 The Regional Training Board shall not acquire, hold, or dispose of real and personal property as a separate entity. All property will be acquired, held, and disposed of by one of the member agencies. If other member agencies contribute to the cost of the property, the owner agency will keep a record of the proportionate share each member contributed to the purchase of the property.

3.3 Regional Fire Training Division Budget: The Regional Fire Training Division shall develop and submit a Regional Fire Training Division Budget to each member agency no later than November 1st of each calendar year. Annual Member contributions to the total Regional Fire Training Division Budget will be divided among the Member agencies based on a simple per capita formula as outlined below. Each member's contribution to the RFTD Budget will be submitted to the member agency paying shared expenses (see 3.9.9) for use in regional training by February 15th of that budget year. The Regional Training Board will approve the budget prior to dollars being submitted by participating agencies.

3.3.1 Example: Member A has 100 personnel, Member B has 80 personnel, and Member C has 70 personnel. The total annual Regional Training Budget is \$30,000.

Based on the information in the above example, member contributions would be calculated as follows:

Per Capita Contribution: \$30,000 divided by 250 personnel = \$120 per employee

Member A Contribution: 100 Personnel x \$120 = \$12,000

Member B Contribution: 80 personnel x \$120 = \$9,600

Member C Contribution: 70 personnel x \$120 = \$8,400

3.3.2 Member contributions shall be identified in the RFTD budget by November 1st of the proceeding calendar year. Contributions will be submitted by February 15th of each year.

3.3.3 The Budget will not include the cost of personnel assigned by each Member to the Regional Training Division. The Budget will reflect only the cost of shared expenses such as: equipment, office supplies, props, phone and T-1 lines, postage, instructional media, curriculum, reference materials, and Instructors for delivery of Regional Group Training programs.

3.3.4 Member agencies shall share in the costs of development and delivery of regional group training and education programs.

3.3.5 Member agencies shall ensure that each department Training Division Budget sustains programs, resources, and opportunities that address the increasing demand for competency, manage risk appropriately, and foster regional cooperation.

3.3.6 Programs will be reviewed each year and added, deleted, or modified, with the Board's approval, to the joint budget.

3.3.7 By mutual agreement, the Regional Training Board may agree to finance special programs and projects that benefit regional education and training.

3.3.8 Start up costs will be borne by all member agencies in their proportionate share as determined in Section 3.3 and Section 3.3.1.

3.3.9 Shared expenses for the RFTD will be paid by one member agency (determined by the Regional Training Board). The member agency paying the expenses shall provide documentation to and bill the other member agencies for their proportionate share of the expenses on an annual basis. Accounting for each department's proportionate share of expenses will be provided monthly by the agency paying the expenses. Monies not used to pay expenses at the end of each calendar year will be carried forward to the next calendar year and credited to each member agencies account. Budget shortfalls will be invoiced to each member agency.

4. Administration and Supervision

4.1 Deputy Chief of Operations: The Regional Training Board will assign an existing Deputy Chief of Operations from a Member agency to serve a one year term as intermediary between the Regional Training Board and the RFTD (see 3.2). They will serve as the Chief of Training.

4.2 Battalion Chiefs: The Regional Training Board will appoint a Battalion Chief to function as the Manager the RFTD. Selection for this appointment will be made by recommendation of the consortium Deputy Chiefs after consultation with the candidates and the RFTD Staff.

4.2.1 The Battalion Chief appointed will serve as Manager of the RFTD. As Battalion Chiefs will rotate in and out of the RFTD, the consortium Deputy Chiefs will make a recommendation to the Board as to whom should assume the Manager assignment. The Board will then appoint the new Manager.

4.2.1.1 The Manager of Regional training will report to his/her respective supervisor and to the Deputy Chief serving as the Training Chief.

4.2.1.2 The Manager of the RFTD will produce a Professional Development Plan for the following year. The Professional Development Plan will be presented to the Regional Training Board at their 1st Quarter meeting.

4.2.1.3 The Manager of the RFTD will produce an annual report for Member agencies. The annual report will be presented to the Regional Training Board at their 2nd Quarter meeting.

4.2.2 Rotation of Battalion Chiefs in and out of the RFTD will be determined by Member agency policy and/or Collective Bargaining Agreement

4.3 Captains: Captains assigned to the RFTD will report to the Regional Training Division Manager.

4.3.1 Rotation of Captains in and out of the RFTD will be determined by Member agency policy and/or Collective Bargaining Agreement.

4.4 Training Secretary: Responsibilities include records management, support for RFTD staff, perform data entry, assist with records management and other administrative support functions.

4.5 Instructor Specialists: The RFTD will select, develop, and support a cadre of in-house Instructor Specialists representing Member agencies. Instructional Specialists will be utilized by the Training Division on an as-needed basis or for specific training sessions, per Collective Bargaining Agreements.

4.5.1 Instructor Specialists will possess content-area competency as mandated by WAC 296-305-05503(9).

4.5.2 Member agency Instructor Specialists will be Level 1 Fire Service Instructor IFSAC Certified or equivalent.

4.5.3 The RFTD and Regional Training Board will support the ongoing development of Instructor Specialists in order to enhance individual expertise.

5. Dispute Resolution Process

- 5.1 In the event of a dispute arising under this agreement, the matter shall be referred to a mediator before invoking the jurisdiction of any court. The mediator will be chosen by agreement of the parties involved in that dispute. If the parties involved cannot reach agreement upon a mediator, the matter may be pursued in court without first using mediation. The parties involved in the dispute shall equally share the cost of the mediator's services and shall be responsible for their own costs incurred in mediation. Any party has the right to request mediation at any time. Any party has the right to participate in any mediation process begun but has no obligation to do so if, in that party's opinion, the dispute does not concern that party. If a party decides not to participate and another party disagrees with that decision, then the matter may be pursued in court without first using mediation. The decision of the mediator is not binding and the dispute may be pursued with the courts after the mediator's decision is used.

6. Term of Agreement

- 6.1 This Agreement shall be effective from the date of the signing of the Agreement until terminated as provided herein. The Agreement may be terminated at any time upon the mutual agreement of all Member agencies. Any Member agency may withdraw from this Agreement, by giving written notice to all Members 120 days prior to the year of withdrawal; said withdrawal to become effective on the 31st of December of that year, provided such withdrawing Member thereby relinquishes all rights to any funds, equipment, and/or material purchased or accepted by the Regional Training Board as in-kind contributions through this Agreement. This shall not apply to any equipment, vehicles, and/or materials contributed without charge, which shall revert to the contributor upon withdrawal or termination. A decision to withdraw will not relieve the withdrawing Member of liability incurred prior to withdrawal.
- 6.2 Upon termination of the Agreement all property acquired during the life of the Agreement shall be disposed of in the following manner unless a Member has relinquished its rights as provided above in Section 6.1.
- 6.2.1 All property contributed without charge by each party shall revert to the contributor.
- 6.2.2 All property purchased after the effective date of the original Agreement, dated 1/1/00, shall be distributed based on the percentage of the total Member contribution to the budget assessed by the Regional Training Board during the period of this Agreement paid by each Member agency.
- 6.2.3 All unexpended or reserve funds shall be distributed based on the percentage of the total Member contribution to the budget assessed by the Regional Training Board during the period of this Agreement and paid by each Member agency.
- 6.2.4 This Agreement is binding upon these Member agencies.
- 6.2.5 This Agreement may be modified only by the mutual agreement of each Member agency.

7. IN WITNESS HEREOF, we have as of this day set forth on page 1 signed this Agreement.

CITY OF KIRKLAND

City Manager

Date

City Clerk

Date

CITY OF REDMOND

Mayor

Date

City Clerk

Date

WOODINVILLE FIRE & LIFE SAFETY DISTRICT

Chairman, Board of Fire Commissioners

Date

City Clerk

Date